

## **Exhibit C**

**AMENDMENT TO PURCHASE AND SALE AGREEMENT**

**April 10, 2023**

This Amendment (this “Amendment”) to the Purchase Agreement (as defined below) is made and entered into by and among Cottonwood Grove Limited, FTX Trading Ltd., and FTX Ventures Ltd. (each a “Seller” and together “Sellers”) and Mysten Labs, Inc. (“Purchaser” and together with the Sellers, the “Parties”) as of the date first written above. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, the Parties have entered into that certain Purchase and Sale Agreement, dated as of March 22, 2023 (the “Purchase Agreement”), and the Parties desire to amend the Purchase Agreement to reflect certain additional or modified terms.

NOW, THEREFORE, in furtherance of the foregoing, the Parties hereby agree as follows:

1. Section 7.4(a) of the Purchase Agreement is amended and restated in its entirety as follows:

(a) Each Seller, on behalf of itself and its estate, shall be deemed to have waived, discharged, settled, compromised and released any and all claims, causes of actions (including all avoidance actions), liens, rights and remedies it has, had or may have against the Purchaser Parties in respect of the acquisition or ownership of Interests as of the Closing, including with respect to the terms of the Operative Documents and any alleged breach thereof, whether known or unknown, liquidated or unliquidated, contingent or non-contingent, except as set forth in this Agreement and to enforce the obligations set forth herein to effectuate the terms of this Agreement; provided, however, that nothing in this Agreement shall be construed as a release, waiver, compromise, or settlement of any other claims Debtors may have against any of the Purchaser Parties arising prior to the Bankruptcy Proceeding.


2. The provisions of Article 7 of the Purchase Agreement shall otherwise apply *mutatis mutandis* to this Amendment. Except as expressly provided in this Amendment, all of the terms and provisions of the Purchase Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

[Signature Pages Follow]


IN WITNESS WHEREOF, the parties named below have caused this instrument to be duly executed, all as of the day and year first above written.

**SELLERS:**


**COTTONWOOD GROVE LIMITED**

By:   
Name: John J Ray III  
Title:

**FTX TRADING LTD.**

By:   
Name: John J Ray III  
Title: CEO

**FTX VENTURES LTD.**

By:   
Name: John J Ray III  
Title: CEO

**PURCHASER:**

**MYSTEN LABS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties named below have caused this instrument to be duly executed, all as of the day and year first above written.

**SELLERS:**

**COTTONWOOD GROVE LIMITED**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FTX TRADING LTD.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FTX VENTURES LTD.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PURCHASER:**

**MYSTEN LABS, INC.**

By: \_\_\_\_\_

DocuSigned by:

*Evan Cheng*

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Name: Evan Cheng

Title: Chief Executive Officer